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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WOLODU B. GEBREMESKEL,)	No. C 04-01126 MMC (EDL)
)	
Plaintiff,)	
)	STIPULATION AND ORDER
v.)	APPROVING COMPROMISE
)	<u>SETTLEMENT</u>
)	
UNITED STATES POSTAL SERVICE)	
AND REGATTA HOLDINGS INC.,)	
)	
Defendants.)	

IT IS HEREBY STIPULATED by and between Wolodu Gebremeskel, plaintiff, Regatta Holdings, Inc. and the United States Postal Service ("Defendants"), as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.

2. Defendants agree to each pay to the plaintiff the sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) for a total of Seven Thousand Five Hundred Dollars and no cents (\$7,500.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the

1 above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or his heirs,
2 executors, administrators, or assigns, and each of them, now have or may hereafter acquire against
3 the Defendants, their agents, servants, and employees.

4 3. Plaintiff and his heirs, executors, administrators or assigns hereby agree to accept the sum
5 of Seven Thousand Five Hundred Dollars and no cents (\$7,500.00), in full settlement and satisfaction
6 of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising
7 from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal
8 injuries, damage to property and the consequences thereof which they may have or hereafter acquire
9 against the Defendants, their agents, servants and employees on account of the same subject matter
10 that gave rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff
11 and his heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold
12 harmless the Defendants, their agents, servants or employees from any and all such causes of action,
13 claims, liens, rights, subrogated or contribution interests incident to or resulting from further
14 litigation or the prosecution of claims by plaintiff or his heirs, executors, administrators, parents,
15 siblings or assigns against any third party or against the Defendants, including claims for wrongful
16 death.

17 4. This stipulation for compromise settlement shall not constitute an admission of liability or
18 fault on the part of the Defendants, their agents, servants, or employees, and is entered
19 into by parties for the purpose of compromising disputed claims and avoiding the expenses and risks
20 of litigation.

21 5. This agreement may be pled as a full and complete defense to any subsequent action or
22 other proceeding involving any person or party which arises out of the claims released and
23 discharged by the agreement.

24 6. It is also agreed, by and among the parties, that the settlement amount of Seven Thousand
25 Five Hundred Dollars and no cents (\$7,500.00) represents the entire amount of the compromise
26 settlement and that the respective parties will each bear their own costs, fees, and expenses and that
27 any attorneys' fees owed by the plaintiff will be paid out of the settlement amount and not in addition
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thereto.

7. It is also understood by and among the parties that, pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per cent of the amount of the compromise settlement.

8. Payment of the settlement amount will be made by two checks, each for Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) for a total sum of Seven Thousand Five Hundred Dollars and no cents (\$7,500.00) and made payable to Wolodu Gebremeskel, plaintiff, and the Law Offices of Meier & Wolff, plaintiff's attorneys' law firm.

9. In consideration of this Agreement and the payment of Seven Thousand Five Hundred Dollars and no cents (\$7,500.00) thereunder, plaintiff agrees that upon notification that the settlement checks are ready for delivery, he will deliver to Defendants' counsel a fully executed Stipulation for Dismissal with prejudice of C 04-01126 MMC (EDL), Wolodu Gebremeskel v. Regatta Holdings, Inc. and the United States Postal Service.

10. Plaintiff hereby releases and forever discharges the Defendants and any and all of their past and present officials, employees, agents, attorneys, successors and assigns, from any and all obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising out of the allegations set forth in plaintiff's pleadings in this action.

11. The provisions of California Civil Code Section 1542 are set forth below:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by his attorney, and fully understanding the same, nevertheless elects to waive the benefits of any and all rights he may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands that, if the facts concerning plaintiff's injury and the liability of Defendants for damages pertaining thereto are found hereinafter to be other than or different from the facts now believed by them to be true, the Agreement shall be and remain effective notwithstanding such material

1 difference.

2 12. This instrument shall constitute the entire agreement between the parties, and it is
 3 expressly understood and agreed that the agreement has been freely and voluntarily entered into by
 4 the parties hereto with the advice of counsel, who have explained the legal effect of this agreement.
 5 The parties further acknowledge that no warranties or representations have been made on any subject
 6 other than as set forth in this Agreement. This Agreement may not be altered, modified or otherwise
 7 changed in any respect except by writing, duly executed by all of the parties or their authorized
 8 representatives.

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 10 Dated: June 14, 2005

/s/
 RICHARD MEIER, ESQ.
 Attorney for Plaintiff

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 12 Dated: June 14, 2005

/s/
 PETER HART, ESQ.
 Attorney for Defendant- Regatta Holdings, Inc

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 15 KEVIN V. RYAN
 United States Attorney

16 Dated: June 13, 2005

/s/
 KATHERINE B. DOWLING
 Assistant United States Attorney
 Attorneys for Defendant- USPS

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 20 APPROVED AND SO ORDERED:

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 22 Dated: June 28, 2005

/s/ Maxine M. Chesney
 HON. MAXINE M. CHESNEY
 United States District Court Judge

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 STIP & ORDER APPROVING
 COMPROMISE SETTLEMENT
 C 04-01126 MMC (EDL)